1-254727-000

BOOK 687 PAGE 0191

LEASE MODIFICATION
LEASE # 2296

THIS AGREEMENT, Made and entered into this **29th** day of **January, 2009**, by and between **Jeanne Marie Payne, a/k/a/ Jeanne Marie Lee, a married woman dealing in her sole and separate property**, whose address is **19 Dunn Cemetery Road, Morgantown, West Virginia 26508** parties of the first part, hereinafter called "Lessors", and **CHESAPEAKE APPALACHIA, L.L.C.,** an Oklahoma limited liability company, the surviving entity of the merger with Columbia Natural Resources, LLC (formerly known as Columbia Natural Resources, Inc.) of 900 Pennsylvania Avenue, Charleston, West Virginia 25302, party of the second part, hereinafter called "Sublessee" as acknowledged and agreed by Columbia Gas Transmission, L.L.C., hereinafter called "Sublessor";

WITNESSETH:

THAT WHEREAS, by agreement dated October 18, 1919, J. P. Reid, guardian of Elsie Alvarona Miller, et al granted to The Manufacturers Light and Heat Company, predecessor in title to Sublessor, as lessee thereunder, an oil and gas lease covering a tract of land containing 90.00 acres, more or less, situate in Liberty District, Marshall County, West Virginia, and recorded in the Clerk of the County Commission in Book 160 at Page 360; and

WHEREAS, said agreement dated October 18, 1919, was modified by agreement dated June 6, 1957 by Elsie Miller Fizer and Homer M. Fizer and The Manufacturers Light and Heat Company, predecessor in title to Columbia Gas Transmission, L.L.C., to provide for the production and storage of natural gas, and recorded in the Clerk of the County Commission of Marshall County in Book 309 at Page 434, hereinafter the "Lease" as modified; and

WHEREAS, by sublease agreement dated September 2, 2004 and recorded in the Offices of the Clerks of the County Commissions of Marshall and Wetzel Counties, West Virginia in Deed Book 642, at page 281 and Book 84-A, at page 129 respectively, Columbia Gas Transmission Corporation (predecessor in title to Columbia Gas Transmission, L.L.C.), granted to Columbia Natural Resources, LLC (predecessor in title to Chesapeake Appalachia, L.L.C.), all rights necessary for the PRODUCTION OF OIL AND GAS in all formations EXCEPT the interval from 250 feet above the top of the Greenbrier Limestone (inclusive of all Maxon sands) to 50 feet below the base of the Pocono Big Injun formation being reserved or operated for storage, hereinafter the "Sublease" and which Sublease has been modified and amended by that certain agreement dated June 5, 2007, and effective as stated therein (the "Sublease Agreement");

WHEREAS, Lessors are now the owners of the oil and gas rights underlying the land covered by said Lease that is situate in Liberty District, Marshall County, West Virginia; and

WHEREAS, Lessors and Sublessee, for their mutual benefit, with the consent of Sublessor, desire to amend and modify said Lease agreement in order to facilitate the formation of drilling units.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid by the Sublessee to Lessors, the receipt of which is hereby acknowledged, and of

the covenants hereinafter contained, Lessors and Sublessee hereby supplement and modify said Lease as follows, to-wit:

DELAY IN MARKETING: In the event that Sublessee does not market producible gas, oil or their constituents from the Leasehold, or lands pooled/unitized therewith, Sublessee may continue to pay Delay Rental at the rate of Five Dollars ($5.00) per acre annually until such time as marketing is established, or until the end of the Sublease term, as it relates to the acreage described herein, if marketing is not established by that time.

UNITIZATION: Lessors grant Sublessee the right to pool, unitize, or combine all or any part of the Leasehold with any other land, leased or unleased, whether owned by Sublessee or others, to create drilling or production units either by contract right or pursuant to governmental authorization. In the event of the unitization of the whole or any part of the Leasehold, Sublessee shall, either before or after the completion of a well, record a copy of its unit operation designation in the county in which the Leasehold is located. Sublessee is granted the right to change the size, shape, and conditions of operation of any unit created, without the consent of Lessors. As to such a unit, Lessors agree to accept and receive out of the production or the proceeds from the production of such unit, such proportional share of the royalty from each unit well as the number of acres in the Leasehold which may be included from time to time in the unit bears to the total number of acres in the unit. Otherwise, the drilling, operations for drilling or any operations in preparation for drilling, or any production from a well on such a unit shall have the same effect upon the terms of this Lease, as amended and modified hereby, as if the operations or well were on this Leasehold itself, except for the FREE GAS clause, of which the Lessor acknowledges is hereby expressly released and terminated by this Lease Modification.

SHUT-IN: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of six months, and there is no producing well on the Leasehold, or lands pooled/unitized therewith, Sublessee may thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the Delay Rental until such time as production is re-established and said payment shall maintain the above-referenced lease and modification in full force and effect to the same extent as payment of Royalty. During Shut-in, Sublessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than six months, the above-referenced Lease and Modification shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

SUBLESSEE shall have the right to perform geophysical studies through the use of seismic research and other means and methods not restricted to current technology.

LESSOR ratifies the aforesaid Lease dated October 18, 1919 and modification agreement dated June 6, 1957, as hereby amended and modified, and acknowledges that it is a valid and subsisting Lease and shall remain in full force and effect according to the terms and tenor thereof unless otherwise specifically amended hereby.

This agreement extends to and is binding upon the parties hereto, their respective heirs, successors, administrators, executors and assigns.

WITNESS the following signatures and seals all as of the day and year above first written.

Jeanne Marie Payne

Jeanne Marie Payne, a/k/a/ Jeanne Marie Lee

COLUMBIA GAS TRANSMISSION, L.L.C.

By: Sheree L. Parks Downey

Its: Director, Asset Management

JAN PEST
MARSHALL County 02:27:02 PM
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ACKNOWLEDGMENT

STATE OF West Virginia

COUNTY OF Monongalia, to-wit:

On this the 29th of January, 2009, before me, Curtis A. Wells, a Notary Public, came **Jeanne Marie Payne, a/k/a/ Jeanne Marie Lee, a married woman dealing in her sole and separate property** to me known (or to be satisfactorily proven) to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged that they executed the same for the purpose therein contained.

In witness thereof, I hereto set my hand and official seal.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CURTIS A. WELLS
MASON DIXON ENERGY INC.
101 CAMP RIDGE PLACE, BRIDGEPORT, WV 26330
My commission expires August 19, 2018

Curtis A. Wells

My commission expires on: August 19th, 2018

ACKNOWLEDGMENT

STATE OF WEST VIRGINIA }
} ss.
COUNTY OF KANAWHA }

On the 19 day of June, in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Sheree L. Parks Dorney personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Deborah J. Waugh
Notary Public

OFFICIAL SEAL NOTARY PUBLIC
STATE OF WEST VIRGINIA
Deborah J Waugh
Columbia Gas Transmission Corp.
1700 MacCorkle Avenue, SE
Charleston, WV 25314
My Commission Expires Oct. 6, 2014

This instrument was prepared by
Chesapeake Appalachia, L.L.C.
900 Pennsylvania Avenue
Charleston, WV 25302

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 29th day of January, 2009, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 30th day of October 2009 at 2:27 o'clock P.M.

CPS 5M 6-09

TESTE: Jan Pest Clerk.